



Terms & Conditions of Purchase

1. Interpretation

In these Conditions:

1.1 Definitions

The Purchaser: *The Purchaser means the relevant subsidiary company of WHT Holding Ltd. a company registered in England and Wales with company number 06088612 and whose registered office is at Wallwork Offices, 69 Hacking Street, Bury, Lancashire, BL9 0RG with whom the Supplier contracts, which for the time being includes Wallwork Heat Treatment Ltd. (Co. No. 640305); Wallwork Heat Treatment (Birmingham) Ltd (Co. No. 2293573); Wallwork Cambridge Ltd. (Co. No. 1476898) & Wallwork Newcastle Ltd. (Co. No. 1576003) all registered in England and Wales with their registered office being Wallwork Offices, 69 Hacking Street, Bury, Lancashire, BL9 0RG.*

Contract: *The Order and the Supplier's acceptance of the order*

Goods: *Any goods in the contract to be bought by the Purchaser from the Supplier (including any part or parts of them)*

Order: *The Purchaser's written instruction to supply the goods, incorporating these conditions.*

Supplier: *The person or company who accepts the Purchaser's order*

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking into account any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 A reference to one gender includes a reference to the other gender.

2. Application of terms

2.1 Subject to any variation under condition 2.4, these conditions are the only conditions upon which the Purchaser is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms and conditions.

2.2 Each order for Goods by The Purchaser from the Supplier shall be deemed to be an offer by the Purchaser to buy Goods subject to these conditions and no order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the order, in whole or part accepts the offer.

2.3 No terms or conditions endorsed upon delivery with or contained in the Suppliers' quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the Contract and the Supplier waives any right which it might otherwise have to rely on such terms and conditions.

2.4 These conditions apply to all purchases from the Purchaser and any variation to these conditions shall have no effect unless expressly agreed in writing and signed by a Director of the Purchaser.

3. Acceptance

3.1 This order shall not be binding upon the Purchaser until the Purchaser has received the signed acknowledgment copy order from the Supplier. The Purchaser reserves the right to reject any acceptance which is received by the Purchaser more than fourteen working days after the date of the order; Other Terms and Conditions shall only apply when expressly agreed in writing by the Purchaser

4. Authority

4.1 The Purchaser shall not be liable for any order, order amendment or instructions to proceed with orders unless and until authorised or confirmed on the Purchaser's printed order or amendment form, or confirmation on fax

5. Quality and Defects

5.1 The Supplier shall notify the Purchaser in writing of any known non-conforming product prior to despatch. The Purchaser will review and advise the Supplier in writing of the decision as to whether the products can be delivered. The Supplier will then deliver the product in the agreed condition on the agreed date.

5.2 The Supplier shall only supply goods and products in line with the agreed process definition and condition of supply. The Supplier must notify the Purchaser in writing of any proposed deviations from the standard and await written authority to amend process or condition of supply. The Purchaser will confirm in writing to the Supplier of acceptance.

5.3 The Supplier shall implement and be responsible for processes & procedures ensure they identify & prevent the supply of:

- i) non-conforming - faulty – materials - goods – services or components.*
- ii) counterfeit – materials - goods – services or components*
- iii) Material – goods – services or components which are not fit for purpose and therefore inherently unsafe.*
- iv) Documents which are falsified – counterfeit which indicates a false status for the supplied materials – goods – services or components*

5.4 The goods shall be the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the order and specification supplied or advised by the Purchaser.

5.5 Suppliers providing goods containing the minerals gold, tin, tantalum and tungsten (and their derivatives) in connection with their origin from the region of the Democratic Republic of Congo (DRC). If the Supplier uses these minerals in products for the purchases, they are under obligation to respond on request to a corresponding customer questionnaire and assess their supply chain for conformance.

5.6 The Purchaser's rights under these conditions are in addition to the statutory conditions implied in favour of the Purchaser by the Sale of Goods Act 1979.

5.7 At any time prior to the delivery of the Goods to the Purchaser, the Purchaser shall have the right to inspect and test the Goods at all times.

5.8 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

5.9 If any of the Goods fail to comply with the provisions set out in condition 3, the Purchaser shall be entitled to avail itself of any one or more remedies listed in condition 15.

5.10 Where applicable the Supplier shall keep the following records;

- i) manufacturer, distributor, repair and inspection report*
- ii) original certificates of conformity (manufacturer and sub-tier), copies of air worthiness certificates*
- iii) non-conformance, concession and corrective action records*
- iv) Lot traceability records*
- v) environmental or shelf life records*

vi) the authority of the inspection and release of the material – goods -services or components and any nominated authority by the purchaser (specific individuals)

5.10.1 Records of product origin, conformity and shipment shall be maintained by the Supplier for a minimum of ten (10) years, or as required by contract. Records shall be made available by the Supplier for review by the Purchaser, its customers, agents or regulatory authorities in accordance with contract or regulatory requirements.

6. Delivery

6.1 The Goods shall be delivered to the Purchaser's place of business or to any place of delivery as is agreed by the Purchase in writing prior to the delivery of the Goods.

6.2 The date of the delivery will be specified on the order. The Supplier will deliver the goods on the date of the order. Any delivery either early or late to that date must be agreed in writing between the Purchaser and the Supplier.

6.3 The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, amongst other things, the order number, date of order number of packages, and the contents. In the case of part delivery, the outstanding balance remaining to be delivered.

6.4 Unless otherwise stipulated by the Purchaser in the order, deliveries shall only be accepted by the Purchaser in normal business hours.

6.5 If the Goods are not delivered on the due date, then without prejudice to any other rights which it may have, the Purchaser reserves the right to cancel the Contract in whole or in part, refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make, recover from the Supplier any expenditure reasonably incurred by the Purchaser in obtaining the Goods in substitution from another Supplier and claim damages for any additional costs, loss or expenses incurred by the Purchase which are in any way attributable to the Supplier's failure to deliver the Goods on the due date.

6.6 If the Supplier requires the Purchaser to return any packaging material to the Supplier, that fact must be clearly stated on the delivery note delivered to the Purchaser and any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

6.7 If the Goods are delivered to the Purchaser in excess of the quantities ordered, the Purchaser shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

6.8 Any time or period for delivery, despatch or completion shall be of the essence.

6.9 The Purchaser reserves the right to reject any goods if any latent defect in the Goods has become Apparent.

6.10 The Purchaser reserves the right without price variation to amend delivery dates in the event of the Purchaser's customer re-scheduling the deliveries required from the Purchaser.

7. Subcontracting

7.1 The Supplier will require written authorisation from the Purchaser to use sub-tier suppliers and to flow down the Purchaser purchase requirements & information to the sub-tier suppliers (this includes access as referenced in 8.1 & 8.2). All information flowed down must be agreed prior, in writing by the Purchaser. The Supplier shall remain responsible for the delivery and quality performance of the order.

8. Inspection

8.1 The Purchaser's inspector or representative and any inspector or representative of the Purchaser's Customer or his Agent shall be entitled on the Purchaser's authority to witness the inspection or testing of goods or work which are the subject matter of the order at any reasonable time at the Supplier's place of work or at the place of work of any of the Supplier's subcontractors. If required by the Purchaser, the Supplier shall give the Purchaser adequate notice of the Supplier's works test which the Purchaser will be entitled to attend. The Supplier will provide the Purchaser with such certificates as the Purchaser may require.

8.2 The Purchaser also reserves the right of access by the Purchaser's representatives, its customers and any regulatory bodies to any of the places of work of the Supplier or its subcontractors to review all applicable data and records involved in the order.

8.3 The Supplier of any Sub-Supplier shall maintain any or all records of Business, Supply, Manufacturing, Processing or Services for the Purchaser in a safe and secure manner for a period of not less than fifteen (10) years from the date of Supply.

9. Price

9.1 Unless specifically agreed otherwise in writing, all prices shall be fixed and firm and not subject to any form of surcharge or variation.

10. Indemnity

10.1 The Supplier shall keep the Purchaser indemnified in full against all direct, indirect and consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Purchaser as a result of or in connection with:

i) defective workmanship, quality or materials

ii) an infringement or alleged infringement of any intellectual rights caused by the use, manufacture or supply of goods: and

iii) any claim made against the Purchase in respect of any liability, loss, damage, injury, cost or expense sustained by the Purchaser's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods as a consequence of a direct or indirect breach or negligent performance or failure in performance of the terms of the Contract by the Supplier.

11. Payment

11.1 Payment for the Goods shall not be of the essence of the Contract.

11.2 Without prejudice to any other right or remedy, the Purchaser reserves the right to set off any amount. Owing at any time from the Supplier to the Purchaser against any amount payable to the Purchaser to the Supplier under the Contract.

11.3 In attention to the following requirements could delay payment

i) to provide any certificate or other documentation required under the order. All risks in such materials remains with the Supplier until delivery to Purchaser. All payment made will be without prejudice to the Purchase's rights should the Goods, materials or service prove unsatisfactory or not in accordance with the Purchaser's order.

12. Risk / Property

12.1 The Goods shall remain at the risk of the Supplier until delivery to the Purchaser is complete (including of loading & stacking) when ownership of the goods shall pass to the purchaser.

13. Confidentiality

13.1 The Supplier shall keep in strict confidence all technical & commercial know how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the purchaser or its agents and any other confidential information concerning the purchasers business or its products which the Supplier may

obtain and the Supplier shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors as need to know the same for the purpose of discharging the Supplier's obligations to confidentiality as bind the Supplier.

14. Termination

14.1 The purchaser shall have the right at anytime and for any reason to terminate the contract in whole or in part by giving the Supplier written notice whereupon all work on the contract shall be discontinued and the Purchaser shall pay to the Supplier fair & reasonable compensation for the work in progress at the time of the Termination but such compensation shall not include loss of the anticipated profits or any consequential loss.

14.2 The Purchaser shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract forthwith if:

- i) The Supplier commits a material breach of any of the terms and conditions of the Contract or*
- ii) Any distress, execution or other process is levied upon any of the assets of the Supplier or*
- iii) The Supplier has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any stator provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal) or enters into liquidation (whether voluntary or involuntary) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the for the appointment of an administrator of the Supplier or notice of intention to appoint an administrator is given by the Supplier or its Directors or by a qualifying floating charge holder (as defined in paragraph 14 of schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented by any court for the winding up of the Supplier or for the granting of an administration order in respect of the Supplier, or any preceding's are commenced relating to the insolvency or possible insolvency of the Supplier*
- iv) The Supplier ceases or threatens to cease to carry on its business; or*
- v) The financial position of the Supplier deteriorates to such an extent that in the opinion of the Purchaser the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy*

14.3 The termination of the Contract, however arising, shall be without prejudice to the rights of the Purchaser accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable not withstanding termination.

15. Remedies

15.1 Without prejudice to any other right or remedy which the Purchaser may have, if any Goods are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract, the Purchaser shall be entitled to avail itself or any one or more of the following remedies at its discretion, Whether or not any part of the Goods have been accepted by the Purchaser.

- i) Rescind the order.*
- ii) To reject the Goods (in whole or part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier.*
- iii) At the Purchaser's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled.*
- iv) To refuse to accept any further deliveries of the Goods without and liability to the Supplier*
- v) To carry out at the Supplier's expense any work necessary to make the Goods comply with the Contract; and*
- vi) To claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract.*

16. Assignment

16.1 The Supplier shall not be entitled to assign the Contract or any part of it without prior written consent of the Purchaser

16.2 The purchaser may assign the Contract or any part of it to any person, firm or company.

17. Force Majeure

17.1 The Purchaser reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Purchaser including, without limitation, acts of god, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes, or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

18. General

18.1 Each right or remedy of the Purchaser under the contract is without prejudice to any other right or remedy of the Purchaser whether under the contract or not.

18.2 If any provision of the Contract is found by any court, tribunal or administrative body of contempt jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or un reasonable it shall, to the extent of such illegality, in validity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the contract and the remainder of such provision shall continue in full force and effect.

18.3 Failure or delay by the Purchaser in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

18.4 Any waiver by the Purchaser of any breach of, or any default under, any provision of the Contract by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

18.5 The parties of the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

18.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be Governed by English Law and the parties submit to the non-exclusive jurisdiction of English courts

CODE OF CONDUCT

The Purchaser is committed to working in an open and ethical manner. We adopt standards and procedures to ensure that all workers throughout the group and the supply chain are treated with respect and dignity and ensure our operational processes are environmentally responsible.

The Purchaser reserves the right to reasonably change the requirements of this Code of Conduct. In such event we expect the Supplier to accept those reasonable changes.

The Supplier shall:

Prohibition of corruption and bribery

- *to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.*
- *Respect for the basic human rights of employees*
- *to promote equal opportunities for and treatment of its employees irrespective of skin colour, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;*
- *to respect the personal dignity, privacy and rights of each individual;*
- *to refuse to employ or make anyone work against his will;*
- *to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;*
- *to prohibit behaviour including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;*
- *to provide fair remuneration and to guarantee the applicable national statutory minimum wage;*
- *to comply with the maximum number of working hours laid down in the applicable laws;*
- *to recognize, as far as legally possible, the right of free association of employees and to neither favour nor discriminate against members of employee organizations or trade unions.*

Prohibition of Child Labour

- *to employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, to employ no workers under the age of 14.*

Management Systems

- *to have in place policies and procedures which cover:*
 - *Quality Management in accordance with ISO9001*
 - *Environmental*
 - *Health and Safety*

Ensure persons are aware of

- *their contribution to product or service conformity*
- *their contribution to product safety*

Supply Chain

- *to promote among its suppliers compliance with this Code of Conduct;*
- *to comply with the principles of non discrimination with regard to supplier selection and treatment.*